

Darren "Hal" McCabe
Mayor
Mayor@HomerNY.org

Village Office
31 N. Main Street
Homer, NY 13077
Phone: 607-749-3322
www.HomerNY.org



Village Police: 607-749-2022
Newton Water Works: 607-749-2511
Glenwood Cemetery: 607-749-3517
Streets and Parks: 607-749-3813
Recreation: 607-749-2161
Codes: 607-745-3177
Homer Fire Department: 607-749-3121

**VILLAGE OF HOMER
CONSENT AGENDA
April 30, 2024**

1. Approve HFD & Town of Homer FD 3 YR Protection Agreement 2025/2027
2. Approve agreements with Rentals to Go
 - a. Summer Basketball League
 - b. Summer Events
3. Approve depositing excess 2023-2024 funds in the following accounts:
 - a. SCBA reserves \$4,606.95
 - b. Recreation \$2,338.32
 - c. Cemetery \$5,534.11 for tree removal
4. Approve adding Asia Stauber to all accounts payable accounts
5. Approve adding Asia Stauber to all bank accounts at First National Bank of Dryden
6. Approve carrying encumbrances, including corresponding budgets, to 2024-2025 budget for respective funds
7. Approve standard lease agreement community gardens
8. Approve the following community gardens at no cost:
 - a. Jane Hall 1-4 Food Pantry
9. Accept Haun quote for fire department oxygen
10. Cancel Air Gas Lease
11. Annual Document Shred per Retention & Disposition Schedule (LGS-1)
12. Approve Softball Umpires – Jake Guay & Tim Maxson – at \$60.00 per game
13. Accept Annual HFD Report
14. Accept March Codes Report
15. Approve Water/Sewer Credit – Rachel Hyde – Mike Brady
16. Approve Homer Cort Lacrosse contact
17. Approve prepaying deposit for Center for Security

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18. Approve New Postage Machine Lease
19. Approve NYPA Contract Extension
20. Approve PT Recreation Specialists

**TOWN OF HOMER FIRE DISTRICT
FIRE PROTECTION AGREEMENT**

MADE this ____ day of _____ 2024, by and between the FIRE DISTRICT OF THE TOWN OF HOMER, Cortland County, New York (hereinafter referred to as the “DISTRICT”) and the VILLAGE OF HOMER, Cortland County, New York, (hereinafter referred to as the “VILLAGE”), a municipal corporation duly formed under the laws of the State of New York.

RECITALS

1. The DISTRICT is responsible for the provision of fire protection services to the residents within the Town of Homer.
2. Pursuant to authority granted it by the New York State Village Law, the VILLAGE sponsors and supports a volunteer fire department known as the Homer Fire Department (hereinafter referred to as “DEPARTMENT,”) for the protection of the residents of the VILLAGE.
3. Due to the geographical location of the VILLAGE, the VILLAGE is willing and able to furnish fire protection to the DISTRICT on certain terms and conditions.
4. The parties hereto are desirous of entering into an agreement whereby VILLAGE will provide such fire protection services as herein set forth, fixing the compensation to be paid therefore and otherwise setting forth all of the terms and conditions under which such service shall be provided.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and in accordance with the provisions of the New York State Town Law, it is agreed between the parties as follows:

OBLIGATIONS OF VILLAGE

1. The Village shall cause the DEPARTMENT to respond, as the primary fire service, to all reported fires, EMS, and other similar emergencies occurring in the DISTRICT described as follows:

ALL LAND AND IMPROVEMENTS within the boundaries of the DISTRICT, that are identical to the boundaries of the Town of Homer, Cortland County, and State of New York, for a period of three (3) years commencing on January 1, 2025, and ending on December 31, 2027, unless otherwise extended by written agreement of the parties hereto.

2. It is understood and agreed between the parties that the VILLAGE, with due regard for the protection of the remaining territory served by the DEPARTMENT, will promptly and without delay furnish such apparatus and equipment as it may own, and in its sole discretion deems appropriate, for the extinguishments or control of fires or for life-saving EMS within the DISTRICT, when called upon by the residents thereof, consistent with established fire and emergency control policies, and will provide two or more persons experienced in the operation of such apparatus and equipment.
3. The VILLAGE will indemnify and save the DISTRICT harmless from any liability, claim, action or a cause of action, demand, or damages of any kind arising out of its performance of the obligations set forth herein, provided that the DISTRICT immediately notifies the VILLAGE of any litigation commenced or claim or demand that involves or may potentially involve the VILLAGE. The VILLAGE shall not, however, indemnify or hold the DISTRICT harmless from any liability separately attributable to or found to be the responsibility of the DISTRICT. It is the intention of this paragraph that the VILLAGE shall only indemnify the DISTRICT for such claims resulting solely from the VILLAGE’s liability that vicariously flows to the DISTRICT.

4. EMS calls will be responded to by the Homer Fire Department based upon 2024 run cards

OBLIGATIONS OF THE DISTRICT

In consideration of the services to be performed by the VILLAGE as set forth above, the DISTRICT agrees to pay to the VILLAGE on or before July 1st, for each corresponding contract year:

2025 - Two hundred Seventeen thousand Eight hundred Fifty-Nine dollars and sixty-nine cents

2026 - Two hundred Seventeen thousand Eight hundred Fifty-Nine dollars and sixty-nine cents

2027 - Two hundred Seventeen thousand Eight hundred Fifty-Nine dollars and sixty-nine cents

(\$217,859.69)

If the District is aware of any issues it wants to discuss in consideration of renewing a contract or not, the DISTRICT agrees to notify the VILLAGE by July 1st of the current year, so a meeting to discuss subsequent fire protection services can be held. When the DISTRICT notifies the VILLAGE, a meeting is requested to discuss the fire protection services covered, a meeting will be scheduled within two weeks of said request to discuss any and all issues. If, after the meeting, all issues are resolved then a new contract will be executed with the understanding that payment for Fire Protection services shall correspond to the VILLAGE's desire to assess said payments according to a one dollar per one-thousand-dollar rate of Special District Taxable Value.

In the event that the parties are unable to reach an agreement by December 31st of the final contract year, relative to payment or other terms and conditions for a renewal or extension of this agreement, the VILLAGE will cease all Fire Protection services, as found herein, to the Fire District of the Town of Homer.

AUTHORITY FOR EXECUTION ON BEHALF OF THE VILLAGE

The Mayor has executed this agreement pursuant to direction by the Board of Trustees of the Village of Homer, at a meeting thereof held on _____, Darren McCabe, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the VILLAGE. This instrument shall be executed in triplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Village of Homer.

AUTHORITY FOR EXECUTION ON BEHALF OF THE DEPARTMENT

The Chief of the DEPARTMENT has executed this agreement pursuant to General Municipal Law, Article 10, Section 209-D. Fire Chief Jay Riley, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the DEPARTMENT. This instrument shall be executed in triplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Fire Chief, Homer Fire Department.

AUTHORITY FOR EXECUTION ON BEHALF OF THE DISTRICT

The Chairman has executed this agreement pursuant to a Resolution adopted by the DISTRICT, at a meeting thereof held on _____, Brian D. Young, Fire Chairman, whose signature appears hereon, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the DISTRICT. This instrument shall be executed in triplicate. At least one copy shall be permanently

filed, after execution thereof, in the office of the Secretary of the Town of Homer Fire District.

WAIVER

No waiver of any breach of a condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

MODIFICATION

This agreement constitutes the complete understanding of the parties. No modification of any provisions herein shall be valid unless in writing and signed by both parties with the same formality as the original agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth above.

VILLAGE OF HOMER

By:

Darren McCabe, Mayor

HOMER FIRE DEPARTMENT

By:

Jay Riley, Homer Village
Fire Chief

TOWN OF HOMER FIRE DISTRICT

By:

Brian D. Young, Chairman
Homer Fire District

Portable John Rentals
 6108 County Rd 32
 Norwich, NY 13815
 Phone : 6076923172
 Email : orders@rtgrents.com
 Tax ID :



Proposal
 0000001042

Village Of Homer
 31 N Main St
 Homer NY 13077

Term :
 PO # :
 Job # :

CustID : 209769
 Date : 04/15/2024

3 AUGUST 2024 Events Combined

#	Type	Description	Qty	Rate	Amount
Service Location 0002 - VILLAGE OF HOMER - 45 S MAIN ST , Homer, NY, 13077					
1	RENTALS	STANDARD PORTABLE TOILETS	2.00	\$105.00 Per Unit	\$210.00
2	RENTALS	STANDARD PORTABLE TOILETS	2.00	\$150.00 Per Unit	\$300.00
3	RENTALS	HANDICAP PORTABLE TOILETS	2.00	\$135.00 Per Unit	\$270.00
4	RENTALS	HANDICAP PORTABLE TOILETS	2.00	\$180.00 Per Unit	\$360.00
5	EXTRA SVC	PUMP OUT & RESTOCK - WEDNESDAY, AUGUST 7, 2024 - 2 STANDARD UNITS (used @ 8/6 event)	2.00	\$25.00 Per Unit	\$50.00
6	EXTRA SVC	PUMP OUT & RESTOCK - Sometime between MONDAY, AUGUST 12 & THURSDAY, AUGUST 15, 2024 2 std & 2 hc (used @ 8/8-8/11 event)	4.00	\$25.00 Per Unit	\$100.00
7	DEL	Delivery Fee - Monday, August 5, 2024	1.00	\$100.00 Flat	\$100.00
8	PU	Pick Up Fee - One Time fee - split up dates - will pick up 2 std/2 HC when we service wk of 8/12 and pick of 2 std/2 hc 8/19	1.00	\$100.00 Flat	\$100.00
Sub Total :					\$1,490.00

Customer Representative

Signature

Title

Date

Company Representative

Signature

Title

Date

Portable John Rentals
 6108 County Rd 32
 Norwich, NY 13815
 Phone : 6076923172
 Email : orders@rtgrents.com
 Tax ID :



Proposal

0000001035

Village Of Homer
 31 N Main St
 Homer NY 13077

Term :
 PO # :
 Job # :

CustID : 209769
 Date : 04/15/2024

2 STD JULY 1-AUG 31 MONTHLY RENTAL

#	Type	Description	Qty	Rate	Amount
Service Location 0001 - Village of Homer - 53 S MAIN ST , Homer, NY, 13077					
1	RENTALS	STANDARD PORTABLE TOILETS	2.00	\$130.00 Per 30 days	\$260.00
2	DEL	Delivery - ONE TIME CHARGE -1ST MONTHS BILL ONLY	1.00	\$20.00 Flat	\$20.00
3	PU	Pick Up - ONE TIME CHARGE - 1ST MONTHS BILL ONLY	1.00	\$20.00 Flat	\$20.00
4		If you accept - please sign/date/email back			
Sub Total :					\$300.00

Customer Representative

Signature _____

Title _____

Date _____

Company Representative

Signature _____

Title _____

Date _____

Village of Homer
Year End Spreadsheets
Encumbrances
For the Year Ended 2023-2024

Item Number	Vendor	Account Number	Amount
1	Jerome- Hose	A3410.200	\$ 2,160.00
2	Hot Box	A5142.200	13,818.33
3	Bernards- Pins	A1620.426	2,632.50
4	Pudgies- Giels Bball pizza	A7140.4785	322.86
5	Pudgies- Giels Bball pizza	A7140.4785	413.14
6	Plan First- Server	A1325.200	10,554.71
7	Econo Signs	A5142.452	3,099.95
8	Firehouse Apparatus	A3410.434	3,414.50
9	Glasssmith- Door	A3410.200	3,570.00
10	Tenkate- grant	A3410.413	3,000.00
11	MES Services	A3410.444	2,542.64
12	Jerome- Helmets/Gloves	A3410.4461	2,375.00
13	Gensen Overhead Door	A8810.200	2,490.00
14	Arnold's Florist	A8810.491	250.00
15	Center for Security	A3410.200	24,040.00
16	All County Collission	A3120.434	500.00
17	Charger graphics	A3120.200	1,045.00
18	One Beat- CPR items	A3120.438	148.09
19	New Fire Truck	A3410.200r	43,541.67
20	Billitier electric for door	A1620.200	2,000.00
Total			121,918.39
Watre Fund			
	Hot Box	F8320.200	6,909.17
	Water Transducwe	F8320.449	1,472.00
			8,381.17
Sewer Fund			
	Hot Box	G8120.200	6,909.17

Homer Community Gardens Contract for 2024

I _____ agree to follow the guidelines listed below, and I accept the following responsibilities. I understand that this is required in order for me to be a participating gardener at the Village of Homer Community Gardens.

1. I accept full responsibility for the maintenance of my individual raised bed, and I accept shared responsibility for maintenance of common areas and furnishings including tool shed, water spigot, sign boards, pathways, and picnic table. This includes closing the water spigot, locking the tool shed after use, and carrying out all trash.
- 2. I will pay a non-refundable annual rental fee of \$10.00 for calendar year 2024.**
- 4. Raised beds are generally rented only to residents of the Village of Homer, one raised bed per household. Exceptions will be based on the garden administrators' assessment of the potential contribution to the Community Gardens.**
5. I will notify a garden administrator if I cannot care for my raised bed. During periods of absence, I will make arrangements for my raised bed to be watered and maintained. I understand that if my raised bed appears to be neglected or abandoned and the situation is not corrected, I will be given email and telephone notice by an administrator and my raised bed may be forfeited.
6. I will remain on the premises while using the water.
7. I will use only pesticide, herbicide, and fungicide products approved for organic use. Violation of this rule is grounds for immediate forfeiture.
8. I will notify a garden administrator upon voluntary termination of my contract and clear my raised bed.
9. I will respect absolutely my fellow gardeners and the gardens' neighbors by not disturbing them or their property in any way and by using shared space appropriately.
- 10. Plants, plant supports, and dividers are the only items currently permissible in individual raised beds.**
- 11. I agree to follow the gardening rules as established by the garden administrators at the Village of Homer.**

Waiver and Release

The Village of Homer and Homer Community Gardens are not responsible for personal injury or property damage incurred by any raised bed renter, or for theft, loss, or destruction of any property owned by any raised bed renter.

By signing this contract, I assume full responsibility for my conduct and agree not to engage in unacceptable conduct including but not limited to vandalism, consumption of alcoholic beverages, use of tobacco products or illegal drugs, verbal or physical harassment, or littering.

I understand that participation in Homer Community Gardens shall not discriminate on the basis of race, creed, color, national or ethnic origin, religion, marital status, age, sex, sexual orientation or disability in the administration of the garden or its programs.

In the event that a dispute arises between gardeners or gardeners and its organizational leadership, I agree that the Village of Homer will act as the arbiter and that its decision will be binding on all parties.

By signing below, I acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By participating in the Homer Community Gardens, I and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold the Village of Homer or any of their officers, employees, agents, contractors, or volunteers liable for any illness or injury.

I have read the foregoing contract, waiver and release of liability and voluntarily executed this with full knowledge of its content and intending to be legally bound.

Signed _____ **Date** _____

Primary Gardener _____

Address _____

Phone _____ **Email** _____

Gardening Partner (optional) _____

Address _____

Phone _____



Syracuse Store
 5921 Court St. Rd.
 Syracuse, NY, 13206
 Phone: (315) 463-5241
 Web: www.thehaunedge.com

Quote

Order No.: Q0001883
 Order Date.: 2/20/2024
 Expiration Date: 3/21/2024
 Customer ID: 128165

Prepared By JORDAN STORIE jstorie@thehaunedge.com

HAUN WELDING SUPPLY INC.
 5921 COURT STREET
 SYRACUSE, NY 13206
 (315) 463-5241

BILL TO:		SHIP TO:	
VILLAGE OF HOMER 31 NORTH MAIN ST HOMER NY 13077		VILLAGE OF HOMER 31 NORTH MAIN ST HOMER NY 13077 Attn:	

CUSTOMER P.O. NO.	TERMS	CONTACT	
	NET 30 DAYS	JOHNSON, CODY	
FOB POINT	SHIPPING TERMS	SHIP VIA	PLACED BY
	Default	Delivered By Our Truck	Placed by holder

NO.	ITEM	DESCRIPTION	QTY.	UOM	PRICE	EXT PRICE
1	100~OXMD	OXYGEN, USP SIZE D, 15 CF MZ	17.00	CYL	8.0000	136.00
2	140~65 MED	CYLINDER LEASE-1 YR-SMALL MEDS	17.00	EACH	39.0000	663.00
3	008~M	HAZARDOUS MAT'L HANDLING CHG	1.00	EACH	20.0000	20.00
4	008~DEL	DELIVERY CHARGE	1.00	EACH	20.0000	20.00

NOTE:
 Delivery days are Monday and Wednesday

Total Weight (LB):	170	Sales Total:	136.00
Total Volume (LITER):	255	Freight & Misc.:	703.00
		Tax Total:	0.00
		Total (USD):	839.00

1. **TERM.** The initial term shall be seven (7) years. The term of this Agreement shall commence either upon the date signed or after the first fill of the last-installed vessel on Purchaser's premises. It will automatically renew for additional two-year terms. Except as otherwise provided in the Standard Terms and Conditions, this Agreement will terminate at the expiration of the initial term or after any renewal term, only on the anniversary date, by either party giving not less than twelve (12) months' prior written notice.

2. **DELIVERIES.** All deliveries shall be made by Haun FOB shipping point and Products may be delivered in gaseous or liquid form in suitable containers such as gas cylinders, liquid cylinders or dewars or small bulk cryogenic storage vessel ("Cylinders").

3. **PRICE/PAYMENT.**

(a) Payment shall be due not later than forty (40) days from the date of Haun's invoice. Thereafter, unpaid balances shall incur interest at 1.5% per month, or the highest interest rate then permitted by applicable law. In addition, Purchaser shall pay all amounts invoiced by Haun for rental cylinders as herein agreed.

(b) Any tax, assessment or excise imposed by any present or future law or by any governmental authority in connection with any Product sold or delivered hereunder, if paid, or to be paid by Haun as the result of its performance under this Agreement shall be an additional charge to be paid by the Purchaser. Purchaser shall also reimburse Haun for increases in cost of power or raw materials used in the production of Product sold hereunder, increases in the cost of fuel required for the transportation and delivery of Product and a governmental regulation compliance charge. No such increases or changes in the foregoing charge shall constitute price increases hereunder.

4. **WARRANTY.** Products delivered under this Agreement shall comply with Haun's commercial standards of purity (as estimated by Haun from time to time, or as agreed between Haun and Purchaser). Any Product shown by a recognized standard test to deviate from such description may be rejected by Purchaser, in its discretion, but Haun reserves the right to confirm test results of all Product so rejected. Cylinders rented by Haun shall be in test and good operating condition. EXCEPT AS OTHERWISE PROVIDED, THERE IS NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR CYLINDERS, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, PRODUCTIVENESS OR ANY OTHER MATTER.

5. **CLAIMS.**

(a) All claims by Purchaser alleging a default by Haun must be made in writing within ten (10) days after the occurrence of any alleged breach of this Agreement. Failure by Purchaser to give such written notice shall constitute a complete defense for Haun against all such claims.

(b) Haun transaction documents, including agreements, invoices and Cylinder rental statements, shall be presumed to be correct; but Purchaser shall have ten (10) days from the date of the document to give written notice of any inaccuracy. Failure to do so shall constitute a waiver of Purchaser's right to contest the accuracy of the document.

6. **UNAVAILABILITY.** Deliveries shall be made by Haun from its plant that normally serves Purchaser. If sufficient Product from such plant becomes unavailable for any reason, Haun may divide the available production from such plant among its various customers. Haun shall then exercise reasonable efforts to obtain replacement Product from other sources, either within or separate from Haun, on a temporary basis, until sufficient Product from such plant is again available. Purchaser shall be promptly notified of the foregoing and shall have the right to decline any such temporary replacement Product to the extent that such production is so unavailable, but shall pay all additional costs associated with any such Products that it accepts.

7. **PRICE CHANGES.** Periodically, Haun will vary prices to reflect changes in its costs. If the increase exceeds 6% in any one year, Purchaser will have fifteen (15) days from date-of-notice to reject the increase, by furnishing Haun with a copy of a bona fide, firm, written offer, from a responsible seller, offering to sell You a comparable product, in like quantities, under similar conditions, at a lower price. Haun will then have ten (10) days within which to a) match the offer, b) reinstate the price(s) in effect before the change, or c) reduce the increase to 6% -- whichever is higher. If Haun refuses to adjust the price increase, Purchaser will have an additional five (5) days within which to cancel this Agreement—but only with respect to the products concerned -- by giving written notice to Haun. If Haun agrees to respond to a bona fide written offer by adjusting pricing for any products, Haun may elect to extend the expiration of the parties' agreement to match either that of the bona fide offer or the original length of the parties' agreement, whichever is longer. If Haun elects to extend the expiration of this Agreement, the extended term may only be terminated as indicated in Section 1.

8. **RENTAL OF CYLINDERS.**

(a) All cylinders (other than those identified as non-returnable in Schedule A) are rented by Haun to Purchaser and not sold. They shall be and shall remain the exclusive property of Haun and shall be returned by the Purchaser to the Haun facility designated on the shipping document, freight prepaid, with valves tightly closed and when empty, and with Cylinder caps attached. Haun cylinders shall be rented to the Purchaser subject to the Standard Terms and Conditions. Credit will not be given for residual Product in any Cylinder.

(b) All Cylinders not returned to Haun by Purchaser within thirty (30) days after (i) termination of this Agreement or (ii) any audit of Cylinders rented to Purchaser shall be considered lost and the Purchaser shall promptly pay for each such Cylinder at the applicable rate set forth on Schedule A. However, ownership of all Cylinders so paid for shall remain in Haun, and if such Cylinders shall be subsequently returned to Haun by Purchaser, Haun agrees to refund to Purchaser all amounts paid therefore, less current rental charges owed per cylinder from the date of loss to present, less the cost of re-qualification charges, and less any damages that are Purchaser's responsibility.

9. **CONTRACTUAL.**

(a) This Agreement will not be binding on Haun until it is accepted by one of its duly authorized representatives. This Agreement, together with the Standard Terms and Conditions, constitutes the entire agreement between Haun and Purchaser relating to the subject matter hereof. Notwithstanding the foregoing, any application for credit or master rental agreement relating to the subject matter hereof and not explicitly contradicted by this Agreement shall not be superseded by this Agreement, but shall remain in full force and effect and coexist with this Agreement. No change, modification, discharge or waiver of or addition to any of said provisions shall be binding upon Haun, unless set forth in writing, specifically identified as such and accepted by a duly authorized representative of Haun, and no such change, modification, discharge or waiver of or addition to any of said provisions shall be effected by any acknowledgement or acceptance by Haun of any purchase order acknowledgement or other form submitted by Purchaser specifying delivery dates, quantities or locations and also containing different or additional provisions. This Agreement shall inure to the benefit of Haun and Purchaser and their respective successors and assigns; provided that Purchaser may not assign or transfer this Agreement or its rights or obligations hereunder, by operation or law or otherwise, except with Haun's prior written consent.

(b) Purchaser may, from time to time, use purchase orders, acknowledgements or other instruments to order, acknowledge or specify delivery times, quantities or other similar specific matters concerning the Products and Cylinders or relating to performance hereunder, but the same are intended for convenience and record purposes only and any provisions which may be contained therein are not intended to (nor shall they serve to) add to or otherwise amend or modify any provision of this Agreement, even if signed or accepted on the behalf of Haun with or without qualification.

(c) Because the computation of actual damages would be expensive and time consuming, the parties agree that if Purchaser terminates this Agreement without cause prior to the completion of the initial or renewal term or if Purchaser default's in Purchaser's obligation to purchase all of Purchaser's requirements for Cylinders and related materials from Haun, Purchaser shall pay to Haun, as liquidated damages and not as a penalty, an amount equal to 40% of the total contract price of the Products either (i) actually purchased from alternate sources or (ii) reasonably expected to be purchased from Haun during the remainder of the contract term, calculated based on the average of all amounts charged to Purchaser per month for the previous three (3) months multiplied by the months remaining in the initial or renewal term, as applicable.

(d) Purchaser consents to venue and personal jurisdiction in the state and federal courts in Onondaga County, New York. Purchaser agrees to be liable for Haun's reasonable attorneys' fees and costs in the event Haun is required to enforce the terms of this Agreement or prevails in a cause of action for breach of this Agreement. The laws of the State of New York shall apply, without regard to the principals of conflicts of law.

10. **CONVERSION TO BULK GAS.** If, during the term of this Agreement, Purchaser has new or increased requirements that make bulk sale or other mode changes more economical and desirable, Purchaser shall purchase its new or increased requirements in bulk or by any other mode from Haun according to Haun's then-applicable pricing policy and the terms of this Agreement, including the Standard Terms and Conditions, shall apply. This paragraph also applies to non-cryogenic sources of supply.

HAUN SPECIALTY GASES, INC.

CYLINDER AND BULK GAS AGREEMENT CUSTOMER REWARDS PROGRAM

THIS CYLINDER AND BULK GAS AGREEMENT (the "Agreement"), is made between HAUN SPECIALTY GASES, INC. ("Haun") of 5921 Court Street Road, Syracuse, New York, 13206, and Village of Homer, ("Purchaser," including Purchaser's subsidiaries, affiliates, and related companies)

Street Address: **31 North Main Street** City: **Homer** State: **New York** Zip Code: **13077** Phone: **(607)749-3322**

Sale and Purchase: In consideration for Haun extending preferred customer favorable pricing to Purchaser, during the term of this Agreement and any extensions thereof, and subject to Haun's Standard Terms and Conditions available on Haun's website (www.thehaunedge.com), which may be amended from time to time without notice to Purchaser and which are incorporated by reference in this Agreement, Haun agrees to sell and Purchaser agrees to purchase all of Purchaser's present and future requirements of the following products, in liquid or gaseous form, in any cylinder size or quantity (hereinafter "Product(s)"):

<u>HAUN PRODUCT CODE</u>	<u>DESCRIPTION</u>	<u>INITIAL PRICE / UNIT</u>
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100~OXMD	OXYGEN, USP SIZE D, 15 CF	\$8.00 EA
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Product Additions: At any time during the term of this Agreement, Purchaser may add one or more products to this Agreement to secure "customer rewards program" pricing. Any product purchased from Haun by Purchaser shall be automatically added to this Agreement unless Purchaser rejects such addition in writing within 30 days of purchase. The terms of this Agreement, including the Standard Terms and Conditions, shall apply to any added product. Haun shall have the right of first refusal to sell to Purchaser its present and future requirements of liquid or gaseous products other than those listed above, by Purchaser giving Haun written notice of a bona fide, firm offer from a responsible seller, which Haun may accept or reject within ten (10) days of receipt thereof.

VILLAGE OF HOMER
(Purchaser)

Haun Specialty Gases, Inc.

By: _____

By : _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT

The party executing this Agreement represents to Haun that he/she is authorized to execute this Agreement on behalf of Purchaser, and acknowledges that Haun is relying on this representation in entering into this Agreement.

Inventory of Boxes to be Shredded: 4/17/2024

- 2018 Tax Collection Records
- 2018 Water/Sewer Billing Records
- 2018 Bank Statements
- 2018 Vouchers – All Funds (Box 1/3)
- 2018 Vouchers – All Funds (Box 2/3)
- 2018 Vouchers – All Funds (Box 3/3)
- 2017/2018 General Ledgers, Cash Receipts, Reports
- NO at this time-Time Sheets
- NO at this time- Budget Worksheets [Fiscal]



April 5 2024

Annual report of the Fire Chief

Honorable mayor, village trustees and fellow firefighters,

The Homer Fire Department had been dispatched to 478 alarms through the fiscal year. Attached is a list of alarms and the responses. This year was a busy year for all of our membership. We added 8 new members, increased our medically trained personnel and gained 6 interior certified members. FAST team training has been implemented and by the end of April the Homer Fire Department will be placed on the county run cards as an active FAST team. Throughout the year President Maxson and myself have been working on supplying each member with a duty uniform. This uniform is to better identify the staff at events and standbys. By having everyone in the same attire it shows pride and professionalism to ourselves and the community.

The community as a whole was just as busy this year. Many events being held throughout the village gave the Homer Fire Department an opportunity to interact with the community. Brockway, Magic on Main, National Night Out and Fall Fun Night to name a few. The Fire Department hosted the Fireman's Field Day as well as our 150th celebration this year. Members of those committees work hard and it showed with the success of those events.

The length of service award program has been implemented as of January 2024 and will continue to be tracked. This program is designed for recruitment and retention of staff. There has been a pleasant increase of personnel responding to alarms, meetings and training. The LOSAP program will go to public vote in November with the hopes of it passing.

The Fire Department has applied for two Assistance to Firefighters Grants (AFG) for extrication equipment and replacement of our heavy rescue. The current extrication equipment is from the 1970's era. This equipment has served its purpose but we have an opportunity to update these tools to better serve our community. Our heavy rescue is over 30 years old and we need to modernize our apparatus to better fit the ever changing fire service. Currently we have been looking into a rescue pumper that will be a more versatile apparatus for the Homer Fire Department. Members of the committee have met a few times to discuss what needs the fire department has, as well as looking at three rescue pumpers from other departments.

An audit was done this year from ISO in regards to our fire protection rating. The auditor went through years of training, apparatus testing, meetings and other things. I would like to thank my predecessors for leaving an amazing paper trail for the auditor to have. The audit came back

45 South Main Street • P.O. Box 58 • Homer, NY 13077 • 607/749-3121
Fax 607 / 749-4948

showing the Homer Fire Department increase from ISO class 4 to a class 3. This rating is a reflection of our membership and the hard work that each of you put into making the fire department a success.

We entered the year with the town of Scott contract expiring. After attending town meetings, several phone calls to the town supervisor and one final meeting with the village and town of Scott, the town of Scott signed a 3 year contract for our services.

An update to most of our software had needed to be done. Almost all the computers and the key fob system were beginning to fail. We saw this as an opportunity to update the computer system and add several more doors for better accessibility to the fob system. Working side by side with President Maxson, we have an updated software and door control system.

The mini rescue (542) is being replaced with a more versatile version. The committee met and agreed that a utility body style would best fit our needs as an organization. Stonewell bodies in Genoa are currently constructing our body and it is slated to be here in the beginning of summer. The four wheeler (512) has been replaced with a newer model that was purchased off of Virgil Fire Department, training will start this spring to certify drivers.

This year it has been a pleasure to serve as your fire chief. I would like to take the time to thank the following people for their outstanding efforts throughout the year,

Richard Elmer and Heather Martin- From the fob system all the way to mailing things out and everything in between. You two made my job easier.

Cody Johnson- For your tireless efforts to get the LOSAP program off the ground, the donation and assistance with the elks lodge in CPR/AED training and the success of the 150th celebration.

Robert Johnson- Being the chairperson of the 150th celebration was no easy task but you nailed it. The whole event was a testament of your love for the Homer Fire Department.

All past chiefs- Thank you for being a sounding board for me. This year has come with some struggles but I utilities all of you at one point or another this year.

2nd Assistant Chief Barber- Training is not an easy task to tackle. Your enthusiasm for the fire service showed with each training you put on. Thank you for all the efforts.

1st Assistant Chief Stockwin- Given all the public education we had this year it was truly amazing that you kept it all together. Every time I called you about another event that popped up it was done seamlessly every time.

Deputy Chief VanEtten- The early morning phone calls of "checking in" are sometimes what I needed. Throughout the year things got busy but we made it happen. Thank you for handling operations the way you do.

President Tim Maxson- This year was a year for projects. I am thankful that you are retired and handled things.

My wife Danielle- My queen, my goddess, my inspiration, thank you for this whole year. The support you have for me is unwavering. I cannot thank you enough for the patience and understanding from phone calls, meetings or responding to alarms. You are my rock.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jay M Riley". The signature is fluid and cursive, with a large initial "J" and "R".

Jay M Riley
Chief of Department

Chief's Report

Homer Fire Department

From: 4/1/2023 To: 3/31/2024

From: 4/1/2023 To: 3/31/2024

Membership

Total calls: 470	Total calls: 470	Active: 64
Structure Fires: 12	Structure Fires: 12	Career: 0
Vehicle Fires: 3	Vehicle Fires: 3	Inactive: 1
Vegetation Fires: 7	Vegetation Fires: 7	Probationary: 0
Acres Burned: 0	Acres Burned: 0	Military Leave: 0
EMS: 140	EMS: 140	Medical Leave: 0
Rescue: 2	Rescue: 2	Disability: 1
MVA: 37	MVA: 37	Social: 1
Extrication: 2	Extrication: 2	
Hazardous Condition: 41	Hazardous Condition: 41	Firefighter: 61
Service Call: 75	Service Call: 75	Interior Firefighter: 23
Good Intent Call: 20	Good Intent Call: 20	CFR: 0
False Alarm: 59	False Alarm: 59	EMT: 17
Cancelled Enroute: 45	Cancelled Enroute: 45	Paramedic: 2
Other: 29	Other: 29	Driver: 23
Mutual Aid Given: 73	Mutual Aid Given: 73	Diver: 0
Mutual Aid Received: 22	Mutual Aid Received: 22	Fire Police: 9
Average Personnel: 9.2	Average Personnel: 9.2	Haz-Mat: 0
Average Enroute Time: 3:07	Average Enroute Time: 3:07	Juniors, Explorers, RAMS: 0
Average Onscene Time: 8:22	Average Onscene Time: 8:22	Student, Bunk-in: 0
Firefighter Injuries: 1	Firefighter Injuries: 1	Support Staff: 4
Firefighter Deaths: 0	Firefighter Deaths: 0	

Meetings: 21	Meetings: 11
Drills: 34	Drills: 26
Training: 53	Training: 53
Miscellaneous: 16	Miscellaneous: 16
Stand-by: 3	Stand-by: 3

Comments: _____

Prepared by: _____

Wednesday, April 3, 2024

Incident Type Summary List

From: 4/1/2023

To: 3/31/2024

Homer Fire Department

NFIRS Incident Type	Number of Calls
111 Structure fire	9
113 Cooking fire, confined to container	1
114 Chimney or flue fire	2
131 Passenger vehicle fire	3
142 Brush or brush-and-grass mixture fire	7
151 Outside rubbish, trash or waste fire	1
311 Medical assist, assist EMS crew	107
321 EMS call, excluding MVA with injuries	33
322 Motor vehicle accident with injuries	24
324 Motor vehicle accident with no injuries	13
381 Rescue or EMS standby	2
400 Hazardous condition, other	14
411 Gasoline or other flammable liquid spill	1
412 Gas leak (natural gas or LPG)	3
413 Oil or other combustible liquid spill	1
424 Carbon monoxide incident	4
444 Power line down	17
445 Arcing, shorted electrical equipment	1
500 Service Call, other	10
520 Water problem, other	1
521 Water evacuation	2
522 Water or steam leak	3
531 Smoke or odor removal	1
550 Public service assistance, other	2
551 Assist police or other governmental agency	4
554 Assist invalid	5
561 Unauthorized burning	6
571 Cover assignment, standby, moveup	41
611 Dispatched & cancelled en route	45
622 No incident found on arrival	8
631 Authorized controlled burning	1
650 Steam, other gas mistaken for smoke, other	1

Call Volume Report

From: 4/1/2023

To: 3/31/2024

Homer Fire Department

Month	00:00 - 05:59	06:00 - 11:59	12:00 - 17:59	18:00 - 23:59	Monthly Totals
Jan	9	14	8	21	52
Feb	6	6	14	8	34
Mar	3	8	9	9	29
Apr	3	12	14	10	39
May	4	10	15	15	44
Jun	3	4	19	6	32
Jul	4	15	15	18	52
Aug	7	15	15	9	46
Sep	8	8	10	9	35
Oct	4	11	11	8	34
Nov	6	9	13	11	39
Dec	4	8	12	10	34
Totals	61	120	155	134	470

Mutual Aid Given Report

From: 4/1/2023

To: 3/31/2024

Homer Fire Department

Mutual aid given to	Count
Cortland	10
Cortlandville	23
Cuyler	2
Groton	2
McGraw	4
McLean	2
Preble	24
Truxton	4
Tully	2
Virgil	1
Total	74

Mutual and Automatic Aid Totals

From: 4/1/2023

To: 3/31/2024

Homer Fire Department

Mutual Aid Type	Total
None	375
Mutual Aid Received	22
Mutual Aid Given	72
Automatic Aid Given	1

Call Volume Report

From: 4/1/2023

To: 3/31/2024

Homer Fire Department

Day	00:00 - 05:59	06:00 - 11:59	12:00 - 17:59	18:00 - 23:59	Daily Totals
Sun	12	19	16	19	66
Mon	9	14	16	14	53
Tue	12	17	22	26	77
Wed	8	17	23	10	58
Thu	7	16	27	18	68
Fri	6	15	25	18	64
Sat	7	22	26	29	84
Totals	61	120	155	134	470

Supplemental Location Totals

From: 4/1/2023

To: 3/31/2024

Homer Fire Department

Location	
Cordland	Total 9
Cordandville	Total 16
Cuyler	Total 1
Preble	Total 18
Solon	Total 3
Summerhill	Total 1
Town of Homer	Total 166
Town of Scott	Total 53
Truxton	Total 1
Tully	Total 1
Village of Homer	Total 172
Virgil	Total 1

To the Honorable Mayor and Trustees of the Village of Homer and Fellow members of the Homer Fire Department,

I am incredibly proud to stand in front of you as your Deputy Fire Chief for the Department in our 150th year of service. It has been an honor to serve you in this capacity and to serve with Assistant Chiefs Barber and Stockwin and serve for Chief of Department Riley. I am proud of the work that we have ALL done together.

As Deputy Chief, I was assigned to equipment. I want to thank the members who have come out for Monthly Equipment Checks. This is an important responsibility that we all have. Many hands make light work - those who have come out have helped accomplish this important task.

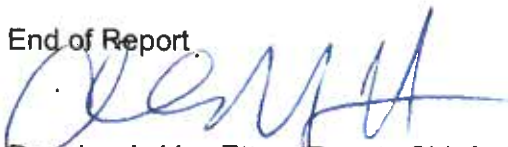
Annual service and maintenance has been scheduled and performed. Items in my area of responsibility included gas meters, SCBA and extrication tools. We have worked to re-establish connections with vendors to ensure this important work is done. Hydrostatic testing of SCBA bottles will begin this month. Turnout gear previously ordered has been distributed and new gear ordered to continue to keep our members outfitted with turnout gear keeping them safe as they perform the important service. I have begun to assemble a series of contacts to pass along regarding vendors for the various equipment items we need to obtain and maintain.

With the help of Chief Riley, a new vent fan is on 502. New lights have been added to 502 as well. We continue to look at and acquire cordless technology to assist us in the tasks we perform being mindful of efficiency and durability when looking at equipment. Other smaller items have been added this year to service.

There certainly have been some memorable moments this year. My happiest moment may have been seeing Past Chief Hess with a big pipe wrench in his hands at the call at Chaplain Ferguson's house. Certainly all that went into our anniversary celebration has left me with memories I will never forget.

Thank you to the members of the department for their response to calls and support of myself and the officers this year. This is nothing more reassuring than seeing a truck pull up full of firefighters who come off ready to go to work. Thank you for being there when your community, when your neighbors, when we need you. Don't ever forget the importance of what WE do!

End of Report.



Douglas A. Van Etten, Deputy Chief - 562
Homer Fire Department



April 5th 2024

Annual report of the 1st Assistant Fire Chief

Honorable mayor, village trustees and fellow firefighters,

This fiscal year, appointed as 1st Assistant Fire Chief for the department, I was tasked with the duties of fire prevention along with overseeing the needs of the EMS officers in the department. This year has been a busy year for all and I can confidently say that with the collective help from the entire department we had great success.

Fire Prevention and relationship with our community are couple of things that we as a department strive to succeed in. The department this past year was packed full of events to conquer the goal of community outreach. As the Chief in charge of Fire Prevention I merely just help to coordinate these events like Fire Prevention Week, Presentations to various locations in the district like New Hope Farms, tours of the firehouse, the Santa parade, and the Easter bunny parade just to name a few. Without the help, support, and pure dedication from the membership of this department none of these events would ever be able to take place.

This was my first time to help coordinate and lead Fire Prevention for the department. Like every year this brings a month full of presentations with the Homer School Districts along with tours at the fire department from various classes and groups. Thank you to all who made this possible and who helped with tours and presentations. Special thank you to Steve Hayes for always spending this month to teach about the importance of Fire Prevention to our youth in the classroom. As always we try to do some type of demonstration during our Open House. I bounced some ideas off the officers and came up with a plan for a new demonstration this past year in hopes to draw some attention towards the common theme of Fire Prevention this year, Cooking Fires. Thank you to all the members who helped make this year's demonstration, Fire Prevention Month, and Open House possible.

As 1st Assistant Chief I was also asked to be the contact for the EMS Captain, Lieutenant, and EMS members. I would like to thank EMS Capt. Johnson and Lt. Burhans for their dedication keeping up with EMS supplies, training, and any needs that needed addressing throughout the year. The list was a big

one to tackle to get the department back on track for updating supplies and getting new supplies like Epi to carry in the EMS bags but you handled it together and with ease. Thank you to all the EMS members for the past year responding to calls for help as this is a big piece of the calls we receive.

This past year has been a great experience for me acting as 1st Assistant Fire Chief. You all gave me the opportunity to learn and progress as an officer in this department. I appreciate the efforts from the other chiefs and officers for their extra support as I worked through many new things as a chief officer of the department. As I have said in the past, and try to reiterate throughout my career in this department, this is a team effort. Thank you all for your help and constant dedication to Homer Fire Department and the community we serve. I can assure you without a doubt it does not go unnoticed.

Lastly thank you to my fiancé Rachel for you constant support when I am leaving for calls, to attend meetings, trainings, or any special events. Your understanding for the work we all do as first responders is unmatched.

Respectfully submitted,

Nathan Stockwin

1st Assistant Chief

Honorable Mayor, Village Trustees, Chiefs/Officers & Members of the Homer Fire Department:

This past year was my first year as 2nd Assistant Fire Chief (564), I oversaw Department Training & was a liaison to the Fire Police. During the year, we had over 2,100 hours of training...

-Spring Fire School

-Vehicle Fire Training (Live Fire)

-10 members Qualified for Platform Ops on 531

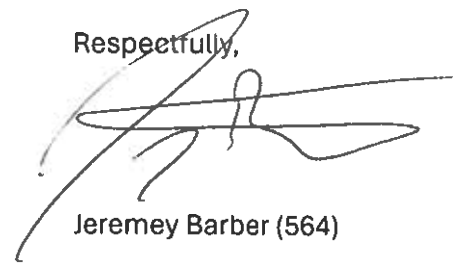
-2 Chiefs completed Fire Officer 1

-Fall Fire School (Live Fire @ RTC)

-Implementing a FAST Team w/ 561 (Firefighter Assist Search Team)

I would like to thank the Chiefs/Officers & Fire Police that help me throughout the year. It was a pleasure serving with you!!!

Respectfully,

A handwritten signature in black ink, appearing to read 'Jeremey Barber', with a long horizontal stroke extending to the right.

Jeremey Barber (564)

2nd Assistant Fire Chief

Homer Fire Department



Annual Report
Fire Police Captain

4\05\2024
45 N. Main St.
Homer, N.Y. 13077

To: The Mayor, Village Trustees, Department Officers, Brother & Sister Firefighters,

This past year I had the opportunity to work with Tim Maxson, Lieutenant of the Fire Police. I would like to thank him for all his assistance in my absence. Our membership decreased from 11 members to 10 members this year. Matt Perry resigned from the fire department as he moved out of town.

This Past year Jeremy Barber was our representing chief. He fulfilled that position with tremendous passion. Not only did he represent the fire police but was out helping us with traffic control.

I would like to thank him all the chiefs for their help during the year and for their dedication and concerns for the Fire Police.

On occasion some department members also helped the fire police with traffic control. Again, I thank all those who gave a helping hand.

Last, as I express every year, I would again like to thank all squad members and department members for their continued cooperation and support of the Fire Police.

Respectfully submitted,

Richard T Elmer, Sr.

Richard T. Elmer, Sr.

Captain Homer Fire Police

April 5th, 2024

To Homer Fire Department Members and fellow Officers:

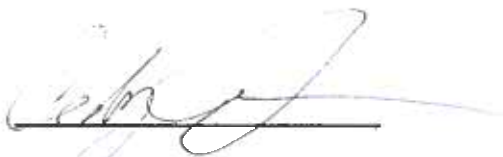
I had the pleasure of serving as Department EMS Captain for a portion of the 2023-2024 year. This report will serve as the report for Department EMS Captain and Lieutenant. This past year there was some significant improvements made to the Homer FD EMS response capabilities. Most notably we were equipped with check & inject Epinephrine to use for allergic reactions, which was already used on one incident in the Town of Homer. We also implemented a new system for checking bags and sealing bags to ensure the bags have the necessary equipment. This past year we conducted regular EMS trainings allowing our members to earn annual training hours for their recertification, we also had a high completion rate of the annual region CME requirements.

As for public outreach, the Homer Fire Department donated an AED to the Homer Elks Lodge led by Chief Riley, and HFD instructed a CPR/AED course on February 18th. Additionally, this past year we participated in two EMS standbys for hare scramble races. The first being in early July in the Town of Homer where we responded to over 10 injured riders with multiple transports from the site. Thank you to everyone who assisted. The Homer FD then provided support to Virgil FD to assist them with their hare scramble race, providing a dedicated crew for 8+ hours.

The Homer Fire Department continues to provide high quality EMS services to the residents including responding to some very significant medical and traumatic incidents in our area last year. We are able to provide a high level of service due to the training and dedication shown by all our members including our medical providers.

Thank you to Lt. Burhans for his dedication, the Chiefs, including Chief of EMS Stockwin for the support. In closing thank you to all the EMT's in the Homer Fire Department for their support and participation this past year.

Respectfully Submitted,



Capt. Cody Johnson



Lt. Adam Burhans



04/05/24

To: Honorable Mayor, Village Trustees, and Members of the Homer Fire Department,

Good evening everyone, thank you for coming to the Annual Elections of the Homer Fire Department. The year 2023/2024, I had the pleasure of working alongside Chief Jay Riley on a bunch of special projects throughout the year. Has been a very interesting year. I want to thank Gabe Fadale for stepping up and taking the job as Vice President. Gabe, I want you to know that you stepped up and did a great job with the community building. Again, thank you Gabe for what you did.

We had 4 special elections to fill different office positions. I hope in 2024/2025 we will not have to have any special elections. I have filled out VFI Grant for a new roof on the training tower, day room roof was repaired, and a stair chair for the back stairway and update the shower in the men's bathroom. We have installed a new key fob system to 90% of the doors. We are bringing back the original field days for June 20, 21, and 22 with rides.

For the community ~~build~~, we will be hosting a chicken BBQ on July 20 for the Holiday in Homer and on August 10 for the Brockway Show.

In closing, I want to thank everyone who has help make and keep the Homer Fire Department a special ~~place~~ ^{place}. I want to thank Bob Johnson and his committee for making the 150th celebration a success. It was a good time for everyone. Again, thank you to everyone who has helped me throughout the year. I hope to be the president for the year 2024/2025 to keep the success of the Homer Fire Department.

Thank you,

Tim Maxson, President

April 5th, 2024

To the Honorable Mayor Hal McCabe, Homer Village Board of Trustees, and the members of the Homer Fire Department,

It has been my honor and pleasure to serve as the Vice President of the Homer Fire Department for the past approximately six months. When I was initially approached about stepping into this position, I was apprehensive and hesitant. However, I ultimately decided that I was up for this new endeavor, and am glad that I challenged myself in this role. I feel that I have grown in several ways from this experience, and I thank you all for trusting me with these responsibilities. The responsibilities of keeping up with the booking, cleaning, and maintenance of this building are huge, and I could have (and should have) done a better job.

Thank you to all who helped me with this endeavor.

I have had some incredible support in my time as vice president. To start, I must offer my sincere thanks to President Tim Maxson. While I debated whether or not to accept my nomination for this position back in October, Tim promised to help out as much as he could, and he was true to his word, often assisting with bookings, cleaning, unlocking/locking, purchasing necessary supplies, and meeting people here like the health inspectors, etc. I also had the help and support of several folks including Nate and Amy Borst, Kathy Keegan, Don Hurteau, Ray Shattuck, Thom Cornell, Cody Johnson, Dave Barber, Dick Elmer, and of course everyone that helped at the Winterfest pancake breakfast and work detail. I am sure several other folks—please forgive me if I haven't mentioned your name specifically. Rest assured to all that I am grateful for any help you have provided me in this role.

At this time, I'd like to report on a few highlights of the past six months. Upon being voted into the position of vice president in mid-October of 2023, I:

- Purchased a new charger for the VP Building Cell Phone and purchased several months' worth of calling cards to ensure the ability of the phone to make and receive calls and texts from community members wishing to rent the building
- Replaced 2 broken ceiling light panels
- Ice Machine – will need attention. Came in one day to find water pouring out of the side. I emptied the ice, unplugged machine and turned off water supply. Side panel appears moldy. After consulting with President Maxson, I decided not to have anyone come to fix it during the winter months, and I wonder if it is worth pursuing anyway since the ice is not supposed to be available to the public, there are few HFD events down here, and we have a working ice machine in the station's gear room.
- Called and organized a well-attended work detail to clean the building in preparation for the WinterFest Pancake Breakfast and organized the Winterfest Pancake Breakfast (and another HUGE thank you to the members that came to cook, clean, eat, and support both the cleaning work detail and the fundraiser).
- Purchased a new lock for one of the stalls in the ladies room (still needs to be installed)
- Requested a quote from Meldrim's Paint Store for repainting the kitchen and bathroom floors
- Cleaned and organized the storage room racks (though don't go back there tonight to check it out, it is already messy again)
- Rented the building several times for birthday parties, baby showers, funeral luncheons, Boy Scout Meetings, Homer Rec Events, and group meetings.
- Maintained accurate records of past and upcoming rentals and payments
- Proposed a new pricing system that bases pricing of rentals on time of year and weekend or weekday as opposed to type of event to help alleviate the chronic monthly loss of money on operating expenses of the building. This currently rests with the Board of Wardens and has not been officially brought up for vote: it was simply presented as an idea at the February Wardens Meeting.

In conclusion, I appreciated the opportunity to serve the community and the Department in the role of Vice President. I wish I had been able to do a better job at some of the necessary parts of this position, but with working a full time job and often working a second job, trainings, meetings, calls, and family life, it proved to be very difficult. Thank you for the help and support over the past six months. I wish the next Vice President all the best.

Respectfully submitted,



Gabriel Fadale



Annual Report
Department Secretary

April 5, 2024

To the Honorable Mayor, Village Trustees, Department Officers, Brother & Sister Firefighters,

Our active membership increased from 62 to 64 members presently.

Hose Company 1 increased from 23 members to 25 members. New members to join were Wyatt Brown, Michael Gates, Michael Hobart, Brandon L'Hommedieu, Jason Lawrence and Tyler Zacek,. Members who resigned were Kenneth Ford, Tom Purdy, Joe Stage took life membership, and Don Hurteau returned to life membership.

Hose Company 2 remained at 20 members. New members to join were, Morgan Carpenter and Joshua Dugan. Members who resigned were Taylor Fairbanks and Jessica Ford.

Hose Company 3 remained at 19 members. Steven Ryan returned to active status. Matthew Perry resigned.

I give thanks to Heather Martin for assisting me with the mailings and correspondence. Your help was appreciated.

Last, I would like to thank the department for giving me the opportunity to serve as the Department Secretary; it has been a pleasure to have held this position.

Respectfully Submitted,

Richard T. Elmer, Sr.
Department Secretary
Homer Fire Department



April 5, 2024

HOMER FIRE DEPARTMENT
ANNUAL BALANCE REPORT
2023 – 2024

CHECKING

STARTING: \$ 8,449.42

INCOME: \$ 65,451.08

EXPENSE: \$ 64,047.20

TRANSFER FROM SAVINGS: \$6,062.37

ENDING: \$ 15,915.67

SAVINGS

STARTING: \$ 13,840.66

INCOME: \$ 21.09

EXPENSE: \$ 0.00

TRANSFER TO CHECKING: \$6,062.37

ENDING: \$ 7,799.38

TOTAL

STARTING: \$ 22,290.08

INCOME: \$ 65,472.17

EXPENSE: \$ 64,047.20

ENDING: \$ 23,715.05

Respectfully submitted,

Treasurer Homer Fire Department,

Randy L. McKay

Village of Homer
CODE ENFORCEMENT OFFICE
 31 N. Main St
 Homer, NY 13077

Kevin J. McMahon
 NYS Code Enforcement

Phone 607-749-3322
 Cell 607-745-0004

MONTHLY ACTIVITY REPORT

Mar-24

Current Month

Year to date*

	<u>Current Month</u>	<u>Year to date*</u>
Building Permits Issues	6	13
Building Permit Renewals		
Expired Building Permit Notices		
Building Permit Inquiries	7	19
Flood Plain Permits/Special Use Permit		
Demo Permit issues		2
Solar Permit Issues		
Pool Permits		
Plan Reviews	7	16
Certificates of Occupancy Issued	1	4
Certificates of Compliance Issued	7	7
Temporary C of O Issued		
Complaints filed	4	6
Compliance/ Violation Notices	2	4
Stop Work Order Issued		1
Closed out Permits		1
Permits, Reviews, Notices -totals	34	73
Fees Collected	\$716.00	\$1,460.00
Construction Cost	\$157,000.00	\$261,811.00

Inspections:		
Site visit-inspections	25	76
Foundations/Footers/Post Holes	7	8
Framing / Structural Inspections	9	37
Mechanical inspections	2	14
Insulation inspection	2	9
Final, pre-final Inspection	4	7
Chimney / wood burning devices		
Fire and Safety Inspections		2
Swimming Pool inspections		
Total Inspections	49	153
Training Classes (24 hrs annually)	3	17

VILLAGE of Homer
Permit Monthly Report

03/01/2024 - 03/31/2024

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
March	2024					
V24-10	03/01/2024	Katrina Fox	V Pole Barn - Sheds	53 Copeland Ave SBL#: 76.33-01-27.000	\$15,000.00	\$90.00
Description of Work: <i>20 x 28 pole garage with attic truss and rear upper 16 x 6 deck by Raymond Hoffsteder at 53 Copeland Ave</i>						
V24-11	03/04/2024	Kallos Body Bar LLC	V Structural Repairs	70 N West St SBL#: 66.57-01-14.100	\$1,000.00	\$60.00
Description of Work: <i>Sign replacement at 70 N West St for Kallos Body Bar by Signarama for 10 x 4 front wall mounted sign</i>						
V24-12	03/08/2024	Jamic Reed	V Structural Repairs	42 Prospect St SBL#: 66.64-01-46.000	\$50,000.00	\$204.00
Description of Work: <i>24 x 20 single story addition on a crawl space for bedroom and bath expansion with interior remodel of bedroom and living area at 42 Prospect St by O'Donnell Construction</i>						
V24-13	03/19/2024	Greg Young	V Structural Repairs	12 Nixon Ave SBL#: 76.24-01-14.000	\$500.00	\$60.00
Description of Work: <i>Front stoop and step replacement by owner at 12 Nixon Ave for approx 5x6 concrete steps with new PT lumber and composite decking</i>						
V24-14	03/27/2024	Robert Lax	V Fence	73 S Main St SBL#: 76.27-01-01.000	\$10,500.00	\$82.00
Description of Work: <i>Installation of approx 170' of wrought iron style of fencing by Fern Wood Property Management LLC at 73 S Main St</i>						
V24-15	03/27/2024	Joe's Kwik Mart LLC	V Commercial construction	31 S West St (Dunkin Donut) SBL#: 66.80-01-29.000	\$80,000.00	\$220.00
Description of Work: <i>Interior remodel at Dunkin Donuts/Joe's Kwik Mart by T Shaw Inc at 31 S West St</i>						
March 2024 Total:					\$157,000.00	\$716.00
Reporting Period Total:					\$157,000.00	\$716.00

Daily Report & Mileage-Village of Homer

<u>Date:</u>	<u>Friday, March 1, 2024</u>	<u>Miles</u>
3/1/2024	81 Cayuga St completed GML to have VlgClrk email for area variance/ returned call 70 NW St for details of final inspection needed/ 41 S Main St emailed for stamped plans on remodel project / 53 Copeland office visit, plan review issued bldgprmt pd \$90 new garage / started month end reports / 5 Henry St completed GML and gave to VlgClrk for submission to County for area variance on driveway/ N Main, Main, S Main St, Pine St, River St, Albany St site visits /	2
3/4/2024	turned in month end reports / W Road, Grove St, Durkee, Henry St site visits / 5 Henry St site visit-driveway widening request / 70 N West St framing inspection w decking replacement at entry/ Hooker Ave, Durwood Dr, John St, Tobin Dr, N Main St site visits / 70 N West St issued bldgprmt pd \$60 new sign on building/ returned call to PE for remodel 46 S Main St plans needed/ spoke w VlgClrk, emailed VgAtty-metal posts on Durkee Ave Complaint /	3.8
3/5/2024	23 Center St did plan review for addition and emailed owner for missing items/ final inspections demo and removal lot 4 and lot 17 trailers, need to close out / 15 Burgett Drive site visit for driveway widening request, need to contact owner/ W Road, Suits Ave, Balmoral, Stanford Dr site visits /95 Clinton St framing inspection w siding and insulation inspection / 12 Elm Ave emailed bldgprmtpkt for fence request / office visit, subdivision plan review w owners Prospect and N Fulton / lot 16 emailed bldgprmtpkt for demo on the trailer / Cayuga St, Cortland St, Center St site visits /	5.4
3/6/2024	S Main St, Main St, N Main St, Albany St site visits /8 N Main St plan review, emailed owners for items missing /41 James St returned call to buyer for subdivision questions /	2.6
3/7/2024	5 Durkee Ave issued Notice of Compliance for fence posts / 8 Durkee Ave issued Notice of Compliance for fence posts / Creal Rd, Prospect St, W Road, Clinton St, N Fulton St site visits / 56 N West St framing inspection w fencing install / 73 S Main St emailed bldgprmtpkt fence / 5 Henry emailed owner w ZBA schedule - driveway work/ 8 N Main St office visit, plan review changes needed for site plan and bldgprmtpkt / 42 Prospect plan review and texted bldr ready to issue /	3.1

3/8/2024	West Road, Clinton St, N Fulton St site visits / site visit w preslab inspection Hiway Dept, new salt storage shed -need plans to be emailed/ Prospect St fencing inspection w posts in place / trailer 4 issued CofC for demo and removal 11 N West St / trailer 17 issued CofC for demo and removal 11 N West St /15 N W St issued CofC for reroof / 26 Clinton St issued CofC for furnace/ 21 James St issued CofC for interior demo/ 25 Hudson St issued CofC for furnace/ 9 Park Ave issued CofC furnace work /	4.7
3/11/2024	85 S West St emailed info for signage permits / W Road, Henry St, Durkee Ave, Grove St, S Fulton St, Cortland St, Copeland Ave, Main St site visits / 6 Grove St framing inspection w interior finishes/ 33 Grove St office visit w owner-issued forms for ZBA for proposed new garage / 12 Elm emailed owner w fencing details per local law and bldgprmtpkt / lot sizing issues resolved 38-42 Prospect St w VlgClrk/	4.5
3/12/2024	W Road, James St, Main St, N Main, Hooker Ave site visits / 31 S West St plan reviews for remodel and emailed GC / returned call to resident w flood zone questions for development/ Complaint filed for rig parking at S Fulton St-office visit-spoke w landlord to get it removed / 51 N Main St framing inspection remodel / 70 N West St framing inspection w ramp and entry /	4.2
3/13/2024	Nixon Ave emailed bldgprmtpkt for porch rebuild / 85 S West St site plan review FHN and Planning Board evening meeting / Complaint filed S Fulton St chicken coop / S Main St, S Fulton St, James St, Clinton St, N Fulton St, Durkee Ave site visits / 42 Prospect St foundation inspection no activity/	6.8
3/18/2024	Rte 90, Cayuga St, Nixon Ave, Center St, Park St, Copeland Ave, W Road site visits /53 Copeland Ave post hole inspection-boundary line not in place, bldg setback in questions / Hooker Ave, N Main St, Main St, Albany St site visits / 23 Center St plan review and emailed bldr for items missing on addition / 54 N West St emailed bldgprmtpkt for pool and deck /	5.5
3/19/2024	42 Prospect St foundation inspection / 70 N West St final inspection-emailed issued CofO / office visit, plan review, bldgprmtpkt, issued bldgprmt pd \$60 porch rebuild 12 Nixon Ave/ 53 Copeland Ave footing inspection, framing inspection garage/	4.9
3/20/2024	42 Prospect St framing inspection, foundation inspection-called bldr for bridging and vapor barrier and insulation needed / W Street, Prospect St, Hudson St, Clinton St, Cayuga St site visits /73 S Main St bldgprmtpkt plan review and emailed installer for items needed/	3

3/21/2024	CEDAR training online webinar 3 CEU's / 53 Copeland Ave framing inspection w poles all set and braced/ Cayuga St, Nixon Ave, Center St, Park St, Copeland Ave, Cortland St, James St, Clinton St site visits / 16A S Fulton St NofV to complete and mail to tenant and owner/ 41 James St returned call to developer for items needed for PB review /	3
3/22/2024	16 S Fulton St emailed Notice of Violation and mailed to tenant for chicken pen issues / 38 Prospect St sent out info for the remaining lot as pre existing non conforming / 137 S Main St started plan review for bumpout addition fr bldr/ 51 N Main St mechanical inspection / 42 Prospect St returned call to bldr for framing details needed per Code-rough framing inspection new addition /Hudson St, Clinton St, Prospect St, W St site visits /	3.8
3/25/2024	laptop dead-dropped it off at Plan First for repairs / Main St, James St, N William, Grove St, Durkee Ave, Franklin St, N West St site visits / Durkee Ave addresses removed metal stakes per Compliance letters issued / 56 N West St prefinal inspection w fencing / filed online 1203 Annual report / forwarded email fr 41 James St developer to VlgAtty, VlgClrk for review / returned multiple calls, texts, emails for 38 Prospect St buyer inquiries/	4.2
3/26/2024	N Main St, Main St, Clinton St, W Street site visits / laptop still dead, email login needed for remote ck in/ 51 N Main St mechanical inspection w HVAC install complete /office visit w DepMyr, updates to complaints, PZ issues, James St developer etc / office visit w owner Cortland St nursing home needing new PB review for change of use , need to send applications /	2.9
3/27/2024	S Main, Main, Clinton, Prospect, N Fulton St, Albany St site visits / James St emails, texts w developer, Atty, needing more info for new presenation to County/ 70 Clinton St Insulation inspection, framing inspection, plumbing inspection w owner/ 56 N West St final inspection, need to close out fence permit / 73 S Main St issued bldgprmt pd \$72 emailing to installer for fence/ 31 S West St issued bldgprmt pd \$220 emailing to installer for remodel/	3.9
3/28/2024	W Road, Cayuga St, James St, Main St site visits / office meeting w group for Dee St development / back to Village round 2 for office hours / 41 James St returned call to developer for items missing for GML submission / 1 Academy St post hole inspection front deck w sono tubes/ N Main St, Cortland St site visits /	2

3/29/2024	53 Copeland Ave framing inspection w roofing done, siding and window install / 70 N West St plan review for new sign plans for file/ 85 S S West St returned call to AIA for permit updates new med facility/ 41 James St emailed GML to County and others/ 8 N Main St emailed owner for permit fee for remodel/ Complaint filed for trash in driveway 56 N West St to follow up- site visit/ site visit w PM for bakery outdoor seating /	3.8
	Mileage for March 2024	74.1

Submitted By: Kevin J. McMahon

VILLAGE of Homer
Permit Status Report

03/01/2021 - 03/31/2024
 Permit Type: All

Permit #	Applicant	Parcel Location	SBL#	Permit Type	Issued	Status
V21-03	Thomas Sullivan	3 Central Park Pl	66.82-01-18.000	V New Residential Const	01/19/2022	Open
V22-17	Paul Gallow	55 River St	76.27-01-12.000	V New Residential Const	01/09/2024	Open
V23-19	Matthew Suits	Route 281	66.33-01-01.000	V New Residential Const	04/28/2023	Open
V23-32	Mark Stalnaker	29 Clinton St	66.66-03-04.000	V Fence	05/09/2023	Open
V23-35	Timothy Johnson	6 Grove St	66.73-01-18.000	V Structural Repairs	05/17/2023	Open
V23-46	Sheri , Daniel Raymond	Dan Shari Raymond 4 Rob-San Dr	66.50-02-05.000	V Deck	06/20/2023	Open
V23-49	Shane O'Donnell	Shane O'Donnell Nicole Ferro Wingard 81 Cayuga St	76.25-01-05.000	V New Residential Const	06/23/2023	Open
V23-53	Tonyamarie Fuller	28 Cayuga St	66.82-01-29.000	V Swimming Pools	07/31/2023	Open
V23-68	Rob & Ashley Bonanno	12 N Main St	66.74-02-14.000	V Fence	10/04/2023	Open
V23-72	Cortland Housing Authority	17-19 River St Apartments 17-19 Wall St	66.75-01-11.000	V Structural Repairs	10/19/2023	Open
V23-73	Stiles Contracting LLC	2 Henry St	66.73-01-30.000	V New Residential Const	10/20/2023	Open
V23-76	George Seibel	1 Academy Ave	66.82-01-39.000	V Deck	10/26/2023	Open
V23-78	Center for the Arts of Homer	Center for the Arts 70-72 S Main St	76.26-01-30.000	V Structural Repairs	10/31/2023	Open
V23-79	Joe & Melinda Zech	51 N Main St	66.67-01-08.000	V New Residential Const	10/31/2023	Open
V23-80	John Juras	4 Durwood Dr	66.50-03-04.000	V Structural Repairs	11/02/2023	Open
V23-81	Jamie Reynolds	95 Clinton Street	66.57-01-02.000	V Structural Repairs	11/13/2023	Open
V24-01	Artcraft Home Improvements	42 Burgett Dr	66.72-03-05.000	V Structural Repairs	01/11/2024	Open
V24-06	Michael Opsteegh	14 Hannum Ave	76.26-01-36.000	V Structural Repairs	02/09/2024	Open
V24-07	Richard Ellerson	100 Cayuga St	66.80-01-27.000	V Pole Barn - Sheds	02/26/2024	Open
V24-08	Anthony Helms	56 N West St	66.65-01-43.000	V Fence	02/26/2024	Open

Permit #	Applicant	Parcel Location	SBL#	Permit Type	Issued	Status
V24-09	Ling Wang	70 Clinton St	66.57-01-06.000	V Structural Repairs	02/29/2024	Open
V24-10	Matt Owens	53 Copeland Ave	76.33-01-27.000	V Pole Barn - Sheds	03/01/2024	Open
V24-11	Kallos Body Bar LLC	70 N West St	66.57-01-14.100	V Structural Repairs	03/04/2024	Open
V24-12	O'Donnell Construction	42 Prospect St	66.64-01-46.000	V Structural Repairs	03/08/2024	Open
V24-13	Greg Young	12 Nixon Ave	76.24-01-14.000	V Structural Repairs	03/19/2024	Open
V24-14	Fern Wood Property Management LLC	73 S Main St	76.27-01-01.000	V Fence	03/27/2024	Open
V24-15	T Shaw Inc	Dunkin Donut 31 S West St	66.80-01-29.000	V Commercial construction	03/27/2024	Open
					Total #	27

Village of Homer
 Water and Sewer Credit Requests
 04/9/24

Number	Account	Water Amount	Sewer Amount	Reason
1	30260	-61.85	-135.7	A
2	50250	-14.33	-31.4	B

A: Bidet leaking caused issues without realizing it. Bidet has been fixed. Per census it leaked 11/20-03/31/2024

Previous readings

9/30/2023	13169		5
6/30/2023	13169		
3/31/2023	14867		
12/31/2022	17823		
	59028		
Avg use	14757	14757	
Bill should be	-5000	-5000	
	9757	9757	
	27.80745	60.98125	
	31.5	45.5	
	59.31	106.48	165.79
	Water	Sewer	Total

B: Meter was broken and misread. As water was off, no water should be charged exemot minmum. Sewer should be minimum only as all connected accounts are charged minimum, but no water used means minimum sewer.

From: mbrady@twcny.rr.com

To: "tdigennaro@homerny.org" <tdigennaro@homerny.org>, "kwhite@homerny.org" <kwhite@homerny.org>

Cc:

Bcc:

Priority: Normal

Date: Thursday April 25 2024 2:36:25PM

Water Meter Replacement and Request for Adjustment on Account Number 50250

Thank you to all involved with yesterday's prompt replacement of my water meter at One Lora Lane. The new meter seems to be working properly and as instructed, I will record numbers before and after any absence of a few days to test for any flow while away. Of course there should be no change.

I am requesting an adjustment to my fully paid invoice since for the service period December 31, 2023 to March 31, 2024 no water was used, as no one was present in my home except for an occasional safety condition check.

To my surprise, my recent first-quarter 2024 invoice billed for 10,024 gallons usage for the same period.

Upon my return after a thorough house check, I found no leaks, and all pink-colored RV antifreeze remained in my water fixtures since my pouring it into the fixtures on or about November 1, 2023 to prevent any freeze damage. My basement floor remained essentially dry.

Note that on or about November 1, 2023 I personally closed the two (2) stem gate valves located on EACH side of my electronic water meter. Upon my return home for the summer months on April 19, 2024, I reopened both valves.

Note further my home has an alarm and camera system which includes a camera in my basement enabling my checking all floors from my Florida Home. No alarms sounded. No water was observed anywhere in my home over the winter months. During the aforesaid period, no one (other than family to conduct a property check) entered my home.

Thank you for your consideration and any adjustment. Please call if any questions remain.

Hand-delivered to Village Offices with copy of paid invoice.

Mike Brady

One Lora Lane

Homer, New York 13077

315 439-1717

AGREEMENT

THIS AGREEMENT made and entered as of April 24, 2024 by and between the Village of Homer (“Village”), a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices and a principal place of business at 31 North Main Street, Homer, New York, party of the first part, and Homer Cort Lacross (“Contractor”) party of the second part.

RECITALS

1. The Village wishes to provide opportunities for recreational and athletic activities to its residents.
2. The parties hereto are desirous of entering into an agreement whereby the Contractor will be permitted access to the Village fields and facilities to provide certain recreational and/or athletic programs, instruction, and other services, as herein set forth, fixing the consideration to be paid therefore and otherwise setting forth all the terms and conditions under which such use of the Village property will be permitted.
3. The Contractor acknowledges that field and facility scheduling, and determination of availability is at the sole discretion of the Village. The Contractor will be required to abide by such policies and procedures as are promulgated by the Village, relative to requests for field and facility use, time deadlines for requests, and the like. The Contractor will contact the Recreation Director to schedule all field usage, while contacting the Village Treasurer for any lease issues, lease renewals, or insurance questions.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

OBLIGATIONS OF THE CONTRACTOR

1. The Contractor shall be solely responsible for the organization and administration of its program or sport, including but not limited to:
 - a) All field preparation and maintenance **EXCEPT** for mowing of Calale field.
 - b) Lining of Calale Field if different than that used by the Village of Homer Recreation Department. Any lining will be completed with the Village of Homer Recreation Department Director’s approval ahead only.
 - c) hiring, supervision, and compensation of employees, such as: coaches, referees, and umpires.
 - d) purchase and distribution of all uniforms and equipment, other than goals. Village of Homer goals may be used, or the Contractor may use its own goals.
 - e) If garbage cans are overflowing, or tournaments, or other events that span all day, the contractor will put excess trash in the dumpsters located behind Newton Water Works.
 - f) Public bathrooms will be open for the Contractor’s activities. If issues arise that cannot be solved, bathrooms will be locked.
2. Notwithstanding the forgoing, the Village requires that the Contractor indemnify and save the Village harmless from any liability, claim, action suit or cause of action, demand or damages of any kind arising solely out of its performance of the obligations set forth herein. The

Contractor shall not, however, indemnify or hold the Village harmless from any liability separately attributable to or found to be the responsibility of the Village. It is the intention of this paragraph that the Contractor only indemnify the Village for claims, resulting solely from the Contractor's torts and the liability that vicariously flows to the Village therefrom.

3. Prior to the Commencement of any use of Village property, the Contractor shall supply the Village with a certificate of liability insurance in an amount not less than one million dollars (\$ 1,000,000) and naming the Village as an additional insured. The Contractor shall immediately notify the Village of any discontinuation or modification of said coverage during the contract term.
4. Contractor shall always comply with all applicable laws and regulations and shall ensure that neither it nor its employees, volunteers, servants, or agents, in conjunction with their program-related activities, act in any manner that would reflect negatively upon the Village and its residents. The Contractor shall ensure that participants are always adequately and appropriately supervised.
5. The Contractor is an independent contractor and neither it nor any of its employees, volunteers' servants, or agents shall be considered employees or agents of the Village.
6. The Contractor will communicate all field and facility needs with the Village of Homer with the Village's Recreation Director. If the Village of Homer's Recreation Director is unavailable, the Contractor will communicate all field and facility needs with the Village of Homer's Treasurer or Clerk.
7. The Contractor agrees to abide by all requirements deemed necessary by the New York State Department of Health, Cortland County Department of Health, and other New York State requirements. If the fields or facility or sporting activity are unable to be used for a time period as set by either New York State, New York State Department of Health, Cortland County Department of Health or any oversight agency, then the Contractor agrees to either temporarily stop the activity or permanently stopped the activity for the season as deemed necessary for the safety of all participants and spectators.

OBLIGATIONS OF VILLAGE

1. The Village will provide facilities for practices and games and will be responsible for the mowing of Calale Field.
2. Decisions as to the availability and assignment of fields or facilities remains within the sole discretion of the Village of Homer Recreation Department Head.
3. The Village will indemnify and save the Contractor harmless from any liability, claim, action, suit, or cause of action, demand or damages of any kind arising solely out of its performance of obligations set forth herein, provided that the Contractor immediately notify the Village of any litigation, claim or demand that involves, or may potentially involve, the Village. The Village shall not; however, indemnify or hold the Contractor harmless from any liability separately attributable to, or found to be, the responsibility of the Contractor. It is the intention of this paragraph that the Village shall only indemnify the Contractor for claims, resulting solely from the Village's torts and the liability that vicariously flows to the Contractor therefrom.

4. The Village will winterize all facilities after November 15 of each year.
5. The Village will provide insurance on equipment maintained and locked in Village owned space if equipment is stored. A listing of equipment must be sent to the Village Treasurer and Village of Homer Recreation Department Director.
6. The Village will pick up trash daily, line garbage cans, and put all trash bags in the dumpster in the mornings. All excess trash will be placed in the dumpsters by the Contractor daily.

OTHER

1. This contract shall commence with the date first written and terminate one year subsequently.
2. The Contractor may terminate this contract at any time without penalty or compensation to the Village; but shall remain obligated to the Village for cleaning of facilities used.
3. The Village may terminate this contract for any reason, and without obligation, upon 30 days prior notice to the Contractor. Should the Contractor's insurance lapse or the Contractor fails to obey applicable State and local laws, the Village may affect immediate termination of the contract, without obligation. The Village may also terminate this contract if the activity is deemed unsafe by any oversight agency or due to other situation, such as Covid-19, activities are required by law to be cancelled.
4. The contract will automatically renew each year, providing the Contractor notifies the Village of its desire to continue the contract by August 1 each year in writing. The Contractor will note whom the Contractor's primary contact will be and the primary means of communicating with the Contractor's primary contact. The first Village of Homer Board meeting after notification, the contract will be reviewed for adoption. Changes subsequently will only be made if deemed required by law, required by an oversight agency, or if deemed necessary for the health and safety of players, coaches, or spectators by the Village of Homer Board. If a change is needed, notification will be sent to the Contractor's contact.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth above.

VILLAGE OF HOMER



By: _____
Hal McCabe, Mayor

By: _____
Contractor

Center For Security

Tom Walsh - Scott Hogan

1659 Route 9

Clifton Park, New York 12065

518-274-0046 518-383-5329

Fax: 518-383-5219

www.centerforsecurity.com

March 24, 2024

Homer Fire Department

Door.WEB

Enclosed herein, please find a quotation for Center for Security to supply and install Doors.WEB used for phone app. This quotation will allow app to be installed on iPhone and will include training. Each license will allow one phone at a time to operate.

Total \$657.00

Add Tax if Applicable

Doors.NET Client License

Doors.Net client license used for remote access to full software with client software installed on computer. Each license allows additional user access. License will allow original user and additional client at same time access. Quote includes client software to be installed on laptop along with training.

Customer must have IT company set up VPN for each laptop and iPhone.

Total \$972.00.

Add Tax if Applicable

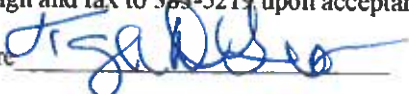
We require a 50% down payment upon acceptance of quotation and balance in full is due at time of completion of work. Should you have any questions, please feel free to contact our office at any time. We look forward to hearing from you at your earliest convenience.

Estimated by:

Scott Hogan

Please sign and fax to 383-5219 upon acceptance of quotation.

Signature



Date



Pricing valid for 30 days.



Real People. Real Service. Real Solutions.

Financial Considerations, Village og Homer

The Village of Homer currently has a Neopost IN600AF mailing system leased for 63 months @ \$158.61/month and the lease expires on July 28, 2024

Ed & Ed is proposing:

New Quadient IX5 WP5 Mailing Machine Sourcewell Lease Pricing*:

63 months @ \$179.63/month



***Lease Includes Base, Meter, Scale, Full Maintenance and Includes Rate Change Protection from the USPS.**

This offer includes at no charge:

- Transferring any funds on the current machine to the new unit
- Installation and training on the new machine
- Setting up department tracking of postage if needed
- Sending the current machine back to Quadient fka Neopost
- Setting up a Quadient Postage Funding account so it replicates the same method you are currently using to fund the meter

Ed & Ed Business Technology

4919 State Route 233

Westmoreland, NY 13490

O 315.853.4111 • F: 315.853.6731

Repeat Business Systems

4 Fritz Blvd.

Albany, NY 12205

O: (518) 869-8116 • F: (518) 869-8117





Real People. Real Service. Real Solutions.

After understanding your needs we are recommending the Quadiant IX5 Mailing Machine with **5lb scale**



Quadiant IX5 Mailing System Features:

Quadiant IX5 Mailing System

✓ **USPS Based IMI Meter**

WP5lb. Weighing Platform

Catch Tray at Exit

Automatic Envelope Feed – up to 110 Envelopes per minute

Color Control Panel

Advanced Envelope Sealing

Dimensional Weighing USPS Requirements

9 Programmable Job Presets

Automatic Label Dispenser

Envelope Thickness up to 1/2"

Automatic Date Change

Custom Text Messages/Slogans/Date Stamp

Postage On Call/Total Funds/ACH

100 Department Codes

Ed & Ed Business Technology

4919 State Route 233

Westmoreland, NY 13490

O 315.853.4111 • F: 315.853.6731

Repeat Business Systems

4 Fritz Blvd.

Albany, NY 12205

O: (518) 869-8116 • F: (518) 869-8117



Village of Homer Clerk

From: Ferrick, James <James.Ferrick@nypa.gov>
Sent: Thursday, April 25, 2024 12:05 PM
To: Tanya Digennaro; Mayor Hal McCabe; Village of Homer Clerk
Cc: Holle, Lindsay; Anctil, Nathan
Subject: Village of Homer: Streetlight Maintenance Contract Renewal

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon All,

The Streetlight Maintenance Contract with NYPA is expiring on 5/31/24. NYPA is currently offering contract extensions through March 1, 2025. Additional renewals will be available post March 1, 2025. Please confirm if you are interested in renewing your agreement with NYPA.

In order to route a new contract, we will need to perform an Internal Change Order to add funding to the project. Please confirm that you approve adding the below amount in funding to allow us to submit a new Streetlight O&M CPC for your review. Please note, there are no financial obligations associated with approving the internal Change Order. Approving this Change Order simply allows NYPA to submit a new contract for your review and approval.

Please let me know if you have any questions. Thanks and have a great day.

	Routine Maintenance Annual Cost	Non-Routine Maintenance Budget	Annual Service Budget
Service Year 1:	\$8,189.19	\$22,828.03	\$31,017.22

James Ferrick
Street Light Analyst
New York Power Authority
123 Main Street
White Plains, NY 10601
(914) 681-6281 (office)
(914) 383-5276 (cell)
James.Ferrick@nypa.gov

Village of Homer Clerk

From: Tanya Digennaro
Sent: Friday, April 26, 2024 10:09 AM
To: Village of Homer Clerk; Homer Rec Director
Cc: Mayor Hal McCabe; Pat Clune
Subject: RE: Agenda

Hi Dan,

So the basketball coordinator 07/10-08/28 and would be \$100 a day. Its Wednesday and Thursday evenings. And Arts and crafts is \$75 a day and its July 90 August 22 and its \$75 per day when held. It's Tuesday- Thursdays at the Community Building.

Thanks!

Tanya

From: Village of Homer Clerk <clerk@homerny.org>
Sent: Friday, April 26, 2024 10:02 AM
To: Tanya Digennaro <tdigennaro@homerny.org>; Homer Rec Director <HomerRecDirector@homerny.org>
Cc: Mayor Hal McCabe <mayor@homerny.org>; Pat Clune <pclune@homerny.org>
Subject: RE: Agenda

What are their start/end dates and hourly rates?

Dan Egnor
31 North Main Street
Homer, NY 13045
607-749-3322
degnor@homerny.org

From: Tanya Digennaro <tdigennaro@homerny.org>
Sent: Thursday, April 25, 2024 9:54 PM
To: Village of Homer Clerk <clerk@homerny.org>
Cc: Mayor Hal McCabe <mayor@homerny.org>; Pat Clune <pclune@homerny.org>
Subject: Agenda

All,

Andrew also has people to be appointed for arts and crafts and summer basketball league. Kerstin Meritt, basketball site supervisor for new summer league, and Madison Clark for Arts and Crafts coordinator. Those would be unofficial titles and their civil service positions to be appointed to are part-time summer recreation specialists.

Tanya